

TELECOMMUNICATIONS AGREEMENT

GOVERNING THE

**TELEDATA INDUSTRY
OF
GREATER BOSTON**

BETWEEN

**ELECTRICAL WORKERS UNION
LOCAL UNION 103
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

AND

**ELECTRICAL CONTRACTORS ASSOCIATION
OF GREATER BOSTON, INC.
BOSTON CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

MARCH 1, 2011 – August 31, 2016

ARTICLE I
EFFECTIVE DATES, TERMINATION, AMENDMENTS

Section 1.01 This Agreement shall take effect March 1, 2011, and shall remain in effect until August 31, 2016 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

Section 2.03 Scope of Work - The work covered by this agreement shall include the installation, testing, service, and maintenance of all Voice Data Video systems which utilize the transmission and/or transference of voice, sound, vision, or digital.

- I. This agreement specifically includes, but is not limited to, the following work:
 - Radio
 - Television
 - Video
 - Recording Voice
 - Sound
 - Nurse Calls
 - Emergency Call
 - Visual Production
 - Telecommunication Systems
 - Data Systems
 - Fire Alarm Systems (testing, service, and maintenance only – see Paragraph F. below)
 - Security Systems (see Paragraph H. below)
- II. The scope of work covered by this agreement is subject to the following clarifications and exclusions:
 - A. All metallic and non-metallic conduit work, exclusive of sleeves and limited incidental runs of conduit, shall be excluded from the Telecommunication Agreement.
 - B. All work covered by Massachusetts General Laws that pertain to licensing of electrical work, including but not limited to lights, power, both normal and emergency, including battery backup systems to the first point of connection within the defined area of computer rooms, communications rooms, equipment rooms, PBX rooms and telecommunications closets shall be excluded from the Telecommunications Agreement. Battery backup systems that are portable in nature or an integral part of the equipment shall be covered by Telecommunications Agreement.
 - C. Plastic raceways (excluding pvc conduit and multi-use surface mounted raceways) designed specifically and exclusively for systems covered under the Telecommunications Agreement shall be the work of the Technician.
 - D. The installation of cabletray and ladder-rack designed specifically and exclusively for systems covered under the Telecommunications Agreement *within* computer rooms, communication equipment rooms, PBX rooms and termination closets, shall be the work of the Technician.
 - E. Energy Management Systems are excluded from the Telecommunications Agreement.

F. The *installation* of Fire Alarm Systems is excluded from the Telecommunications Agreement.

G. All fiber optic and other cable and associated equipment used exclusively for the control of electrical light, heat and power as defined by the National Electrical Code shall be excluded from the Telecommunication Agreement.

H. The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that are mutually agreed, prior to bidding, to be under Building Trades control, and are bid under the base bid, shall be done under the wages and fringe benefits set forth in the Principal Bargaining Agreement between the Boston Chapter of NECA and Local 103, IBEW.

I. Nothing contained in this "Scope" or any other section of this agreement shall prevent a contractor who is signatory to the Inside Agreement from performing Voice Data Video work under the terms and conditions of the Inside Agreement.

(n) The following OJT hours (on the job training) for Telecommunication Apprentices for advancement purposes are hereby established:

A.	1 st year	1 st	6 months/1,000 hours
B.		2 nd	6 months/1,000 hours
C.	2 nd year	1 st	6 months/1,000 hours
D.		2 nd	6 months/1,000 hours
E.	3 rd year	1 st	6 months/1,000 hours
F.		2 nd	6 months/1,000 hours
G.	4 th year	1 st	6 months/1,000 hours
H.		2 nd	6 months/1,000 hours
I.	5 th year	1 st	6 months/1,000 hours
J.		2 nd	6 months/1,000 hours

Section 5.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Commonwealth of Massachusetts Townships:

Acton	Carlisle	Groveland	Maynard
Amesbury	Chelmsford	Hamilton	Medfield
Andover	Chelsea	Haverhill	Medford
Arlington	Cohasset	Hingham	Medway
Bedford	Concord	Holliston	Melrose
Bellingham	Danvers	Hull	Merrimac
Belmont	Dedham	Ipswich	Methuen
Beverly	Dover	Lawrence	Middleton
Billerica	Dracut	Lexington	Millis
Boston	Dunstable	Lincoln	Milton
Boxborough	Essex	Littleton	Nahant
Boxford	Everett	Lowell	Natick
Braintree	Foxborough	Lynn	Needham
Brookline	Framingham	Lynnfield	Newbury
Burlington	Franklin	Malden	Newburyport
Cambridge	Georgetown	Manchester	Newton
Canton	Gloucester	Marblehead	Norfolk

North Andover
North Reading
Norwood
Peabody
Quincy
Reading
Revere
Rowley
Rockport
Salem

Salisbury
Saugus
Sharon
Sherborn
Somerville
Stoneham
Sudbury
Swampscott
Tewksbury
Topsfield

Tyngsboro
Wakefield
Walpole
Waltham
Watertown
Wayland
Wellesley
Wenham
West Newbury
Westford

Weston
Westwood
Weymouth
Wilmington
Winchester
Winthrop
Woburn
Wrentham

Section 6.30(a) Wage Rates and benefits for the following classifications will take effect September 1, 2011, through August 31, 2016, as set forth in Appendix "A":

Telecommunication General Foreman
Telecommunication Foreman
Telecommunication Sub-Foreman
Telecommunication Technician
Telecommunication Apprentice


(b) Ratio to Employees – The ratio of Telecommunication Apprentices to Telecommunication Foremen, Telecommunication Technicians shall be one to one.


ARTICLE X
SEPARABILITY CLAUSE


Section 10.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNED FOR THE UNION:

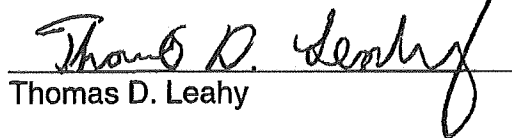
**LOCAL UNION 103,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**


Michael P. Monahan


John P. Dumas

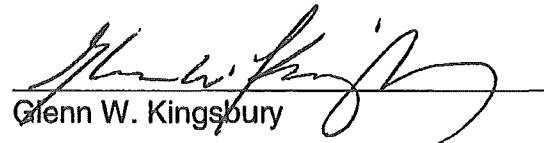

James M. O'Connell


Sean M. Callaghan

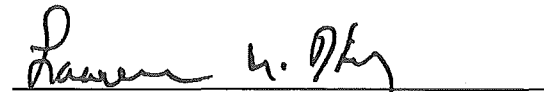

Thomas D. Leahy

**SIGNED FOR THE
TELECOMMUNICATIONS CONTRACTORS:**


**BOSTON CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**


Glenn W. Kingsbury


David R. MacKay


Lawrence M. Hurwitz


Paul A. Guaracino


Alan Scharfe

APPENDIX A
Telecommunications Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

EFFECTIVE DATES: SEPTEMBER 1, 2011 - FEBRUARY 29, 2012

		TOTAL ⁽¹⁾ WAGE		Contributions ⁽²⁾							NEIF	
		PACKAGE	RATE	H&W	PEN	DI	JATF	EILMCT	NLMCC	AMF	NEBF	\SC ⁽¹⁾
GEN. FOREMAN:		\$67.35	\$37.70	13.00	7.30	3.98	0.38	3.75	0.01	0.10	1.13	0.23
FOREMAN:		64.11	34.55	13.00	7.30	3.98	0.38	3.75	0.01	0.10	1.04	0.21
SUB-FOREMAN:		62.51	33.00	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.99	0.20
TECHNICIAN:		60.88	31.42	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.94	0.19
APPRENTICES: (for Apprentices starting 2012 and thereafter)												
A RATE	40%	\$30.17	\$12.55	13.00	-	-	0.38	3.75	0.01	0.10	0.38	0.08
B RATE	40%	30.17	12.55	13.00	-	-	0.38	3.75	0.01	0.10	0.38	0.08
C RATE	45%	40.90	14.15	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.42	0.08
D RATE	45%	40.90	14.15	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.42	0.08
E RATE	50%	42.70	15.70	13.00	7.30	1.99	0.38	3.75	0.01	0.10	0.47	0.09
F RATE	55%	44.55	17.30	13.00	7.30	2.19	0.38	3.75	0.01	0.10	0.52	0.10
G RATE	60%	46.35	18.85	13.00	7.30	2.39	0.38	3.75	0.01	0.10	0.57	0.11
H RATE	65%	48.14	20.40	13.00	7.30	2.59	0.38	3.75	0.01	0.10	0.61	0.12
I RATE	70%	49.99	22.00	13.00	7.30	2.79	0.38	3.75	0.01	0.10	0.66	0.13
J RATE	75%	51.79	23.55	13.00	7.30	2.99	0.38	3.75	0.01	0.10	0.71	0.14
APPRENTICES: (for Apprentices starting 2011)												
A RATE	40%	\$37.47	\$12.55	13.00	7.30	-	0.38	3.75	0.01	0.10	0.38	0.08
B RATE	40%	37.47	12.55	13.00	7.30	-	0.38	3.75	0.01	0.10	0.38	0.08
C RATE	45%	40.90	14.15	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.42	0.08
D RATE	45%	40.90	14.15	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.42	0.08
E RATE	50%	42.70	15.70	13.00	7.30	1.99	0.38	3.75	0.01	0.10	0.47	0.09
F RATE	55%	44.55	17.30	13.00	7.30	2.19	0.38	3.75	0.01	0.10	0.52	0.10
G RATE	60%	46.35	18.85	13.00	7.30	2.39	0.38	3.75	0.01	0.10	0.57	0.11
H RATE	65%	48.14	20.40	13.00	7.30	2.59	0.38	3.75	0.01	0.10	0.61	0.12
I RATE	70%	49.99	22.00	13.00	7.30	2.79	0.38	3.75	0.01	0.10	0.66	0.13
J RATE	75%	51.79	23.55	13.00	7.30	2.99	0.38	3.75	0.01	0.10	0.71	0.14
APPRENTICES: (for Apprentices starting before 2011)												
B RATE	45%	39.11	14.15	13.00	7.30	-	0.38	3.75	0.01	0.10	0.42	0.08
C RATE	50%	44.69	15.70	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.47	0.09
D RATE	55%	46.34	17.30	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.52	0.10
E RATE	60%	47.94	18.85	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.57	0.11
F RATE	65%	49.53	20.40	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.61	0.12
G RATE	75%	52.78	23.55	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.71	0.14
H RATE	80%	54.42	25.15	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.75	0.15

NOTES: 1) NEIF\SC excluded from total package. 2) See page 4 for complete report procedures.

APPENDIX A
Telecommunications Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

EFFECTIVE DATES: MARCH 1, 2012 - AUGUST 31, 2012

		TOTAL ⁽¹⁾	WAGE	Contributions ⁽²⁾							NEIF	
		PACKAGE	RATE	H&W	PEN	DI	JATF	EILMCT	NLMCC	AMF	NEBF	ISC ⁽¹⁾
GEN. FOREMAN:		\$67.81	\$38.15	13.00	7.30	3.98	0.38	3.75	0.01	0.10	1.14	0.23
FOREMAN:		64.52	34.95	13.00	7.30	3.98	0.38	3.75	0.01	0.10	1.05	0.21
SUB-FOREMAN:		62.87	33.35	13.00	7.30	3.98	0.38	3.75	0.01	0.10	1.00	0.20
TECHNICIAN:		61.25	31.78	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.95	0.19
APPRENTICES: (for Apprentices starting 2012 and thereafter)												
A RATE	40%	\$30.32	\$12.70	13.00	-	-	0.38	3.75	0.01	0.10	0.38	0.08
B RATE	40%	30.32	12.70	13.00	-	-	0.38	3.75	0.01	0.10	0.38	0.08
C RATE	45%	41.06	14.30	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.43	0.09
D RATE	45%	41.06	14.30	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.43	0.09
E RATE	50%	42.91	15.90	13.00	7.30	1.99	0.38	3.75	0.01	0.10	0.48	0.10
F RATE	55%	44.76	17.50	13.00	7.30	2.19	0.38	3.75	0.01	0.10	0.53	0.10
G RATE	60%	46.55	19.05	13.00	7.30	2.39	0.38	3.75	0.01	0.10	0.57	0.11
H RATE	65%	48.40	20.65	13.00	7.30	2.59	0.38	3.75	0.01	0.10	0.62	0.12
I RATE	70%	50.25	22.25	13.00	7.30	2.79	0.38	3.75	0.01	0.10	0.67	0.13
J RATE	75%	52.10	23.85	13.00	7.30	2.99	0.38	3.75	0.01	0.10	0.72	0.14
APPRENTICES: (for Apprentices starting 2011)												
A RATE	40%	\$37.62	\$12.70	13.00	7.30	-	0.38	3.75	0.01	0.10	0.38	0.08
B RATE	40%	37.62	12.70	13.00	7.30	-	0.38	3.75	0.01	0.10	0.38	0.08
C RATE	45%	41.06	14.30	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.43	0.09
D RATE	45%	41.06	14.30	13.00	7.30	1.79	0.38	3.75	0.01	0.10	0.43	0.09
E RATE	50%	42.91	15.90	13.00	7.30	1.99	0.38	3.75	0.01	0.10	0.48	0.10
F RATE	55%	44.76	17.50	13.00	7.30	2.19	0.38	3.75	0.01	0.10	0.53	0.10
G RATE	60%	46.55	19.05	13.00	7.30	2.39	0.38	3.75	0.01	0.10	0.57	0.11
H RATE	65%	48.40	20.65	13.00	7.30	2.59	0.38	3.75	0.01	0.10	0.62	0.12
I RATE	70%	50.25	22.25	13.00	7.30	2.79	0.38	3.75	0.01	0.10	0.67	0.13
J RATE	75%	52.10	23.85	13.00	7.30	2.99	0.38	3.75	0.01	0.10	0.72	0.14
APPRENTICES: (for Apprentices starting before 2011)												
C RATE	50%	44.90	15.90	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.48	0.10
D RATE	55%	46.55	17.50	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.53	0.10
E RATE	60%	48.14	19.05	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.57	0.11
F RATE	65%	49.79	20.65	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.62	0.12
G RATE	75%	53.09	23.85	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.72	0.14
H RATE	80%	54.68	25.40	13.00	7.30	3.98	0.38	3.75	0.01	0.10	0.76	0.15

NOTES: 1) NEIF\ISC excluded from total package. 2) See page 4 for complete report procedures.

APPENDIX A
Telecommunications Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

Future Wage/Fringe allocations subject to change. Contact NECA Chapter Office for updated rates.

	TOTAL ⁽¹⁾	WAGE	Contributions							NEIF	
	PACKAGE	RATE	H&W	PEN	DI	JATF	EILMCT	NLMCC	AMF	NEBF	ISC ⁽¹⁾
EFFECTIVE: SEPTEMBER 1, 2012 - FEBRUARY 28, 2013 ⁽²⁾											
TECHNICIAN	61.82	32.29	13.00	7.30	3.98	0.42	3.75	0.01	0.10	0.97	0.19
EFFECTIVE: MARCH 1, 2013 - AUGUST 31, 2013 ⁽²⁾											
TECHNICIAN	62.38	32.83	13.00	7.30	3.98	0.43	3.75	0.01	0.10	0.98	0.20
EFFECTIVE: SEPTEMBER 1, 2013 - FEBRUARY 28, 2014 ⁽²⁾											
TECHNICIAN	62.95	33.34	13.00	7.30	3.98	0.47	3.75	0.01	0.10	1.00	0.20
EFFECTIVE: MARCH 1, 2014 - AUGUST 31, 2014 ⁽²⁾											
TECHNICIAN	63.51	33.88	13.00	7.30	3.98	0.47	3.75	0.01	0.10	1.02	0.20
EFFECTIVE: SEPTEMBER 1, 2014 - FEBRUARY 28, 2015 ⁽²⁾											
TECHNICIAN	64.07	34.38	13.00	7.30	3.98	0.52	3.75	0.01	0.10	1.03	0.21
EFFECTIVE: MARCH 1, 2015 - AUGUST 31, 2015 ⁽²⁾											
TECHNICIAN	64.62	34.91	13.00	7.30	3.98	0.52	3.75	0.01	0.10	1.05	0.21
EFFECTIVE: SEPTEMBER 1, 2015 - FEBRUARY 29, 2016 ⁽²⁾											
TECHNICIAN	65.37	35.63	13.00	7.30	3.98	0.53	3.75	0.01	0.10	1.07	0.21
EFFECTIVE: MARCH 1, 2016 - AUGUST 31, 2016 ⁽²⁾											
TECHNICIAN	66.13	36.35	13.00	7.30	3.98	0.55	3.75	0.01	0.10	1.09	0.22

NOTES: 1) NEIF/ISC excluded from total package. 2) See page 4 for complete report procedures.

APPENDIX A
Telecommunications Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

CONTRIBUTIONS LEGEND:

		Report on MPR Box:	<u>9/1/11</u>	<u>3/1/12</u>	
H&W	Health and Welfare Fund	VI.	\$ 13.00	\$ 13.00	per hour
PEN	Local 103 Pension Fund	VI.	\$ 7.30	\$ 7.30	per hour
DI	Deferred Income Fund	V.	See breakdown for applicable rate		
JATF	Joint Apprenticeship and Training Fund	VI.	\$ 0.38	\$ 0.38	per hour
EILMCT	Electrical Industry Labor-Mgmt. Cooperation Trust	VI.	\$ 3.75	\$ 3.75	per hour
NLMCC	National Labor-Management Cooperation Committee	III.	\$ 0.01	\$ 0.01	per hour
AMF	Administrative Maintenance Fund	IV.	\$ 0.10	\$ 0.10	per hour
NEBF	National Electrical Benefit Fund	I.	3% of gross payroll		
NEIF\SC	National Electrical Industry Fund\Service Charge	II.	0.6% of gross payroll		

DEDUCTION: WORKING ASSESSMENT: X. \$ 0.92 per hour

MONTHLY PAYROLL REPORT(MPR): PROCEDURES

- I. National Electrical Benefit Fund: 3% of gross payroll
- II. National Electrical Industry Fund\Service Charge: 0.6% of gross payroll
 *(Note: NEIF\SC is applicable to NECA members only and not included in Total Package)
- III. National Labor-Management Cooperation Committee: \$0.01 per hour (up to 150,000 hours per year)
- IV. Administrative Maintenance Fund: \$0.10 per hour (up to 150,000 hours per year)
- V. Deferred Income Contribution must be reported for each employee and should equal the individual's actual hours worked (total clock hours) times his/her applicable rate.
- VI. Grand Total of Actual Hours Worked multiplied by the DESIGNATED SUM. Sums represent the total of the *applicable* Health & Welfare, Pension, JATF, and EILMCT contributions
 as of: 9/1/11 3/1/12

DESIGNATED SUM	All workers except A&B Rate Apprentices	\$24.43	\$24.43	per hr.
DESIGNATED SUM	A&B Rate Apprentices (starting in 2011 and before)	\$24.43	\$24.43	per hr.
DESIGNATED SUM	A&B Rate Apprentices (starting in 2012 and thereafter)	\$17.13	\$17.13	per hr.
- VII. Total of all contributions.
- VIII. EILMCT Relief if applicable.
- IX. Total Remitted. Mail report, and a check payable to "Citizens Bank" to the: Electrical Construction Trust Funds, 256 Freeport St.(2nd Floor), Dorchester, MA 02122
- X. Working Assessment: Mail the Local Union's (gold) copy of this report, and a check payable to "Local Union 103, IBEW" to: Financial Secretary, Local 103, IBEW, 256 Freeport St., Dorchester, MA 02122.

Reports should be mailed to their respective offices not later than 15 calendar days following the end of each calendar month. Call 617-969-2521 for Monthly Report Forms.